



GOLDEN SPIKE EVENT CENTER

INDEPENDENT AGREEMENT

Event: Terrain Race – BCHU Parking Attendants
Contact Person: Linda Price
Address: PO Box 1017
Clearfield, UT 84089
Phone: (913) 709-8002
Email: linda.price37@gmail.com, wfbchu@gmail.com
Event Date(s): September 5, 2026

This Agreement is entered into by WEBER COUNTY, d/b/a Golden Spike Event Center, hereinafter called "GSEC," and hereinafter called "Contractor." It is effective on the date the last party signs the Agreement, as shown at the end of the Agreement.

1. Duties and Obligations of GSEC:
 - A. Pay CONTRACTOR \$1,800 in exchange for parking services during the Terrain Race event, to be provided approximately between 6 am and 2 pm, and subject to change based on the event schedule.
 - B. Provide water troughs for horses if necessary. County will refill as needed.
 - C. Provide overnight stalls at no charge for members who wish to arrive the day before the event.
2. Duties and Obligations of Contractor:
 - A. Perform parking attendant duties in the West Dirt Parking Lot of the fairgrounds on the event date listed above.
 - B. Return completed W9 to process payment.
3. Contractor agrees to abide by the rules and regulations of GSEC, including all federal, state, and local laws. Contractor acknowledges that it has received a copy of the rules and regulations governing use of the GSEC and agrees that all employees, staff, volunteers, or any individual involved with the promotion or production of Contractor's event will be made aware of the rules and regulations and agrees on their behalf to abide by such rules and regulations.

INITIALS: LP

4. Contractor hereby assumes all liability for any claim, injury or damage that occurs in, on, or about the premises used by the Contractor or arising out of Contractor's performance of this agreement. Contractor hereby agrees to indemnify and hold harmless Weber County, its officers, agents and employees, from and against any and all liability for bodily injury (including death), damage to property, personal injury, claims, losses, damages, costs, expenses (including reasonable attorney's fees), and lawsuits arising from, or alleged to arise from, activities which are subject of this agreement. Furthermore, the Contractor shall maintain Commercial General Liability ("CGL") Insurance with contractual liability coverage to cover Licensee's obligations under the indemnification section of this Agreement in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general policy aggregate. The policy shall be primary and noncontributory to any other policy(ies) or coverage available to Weber County, whether such coverage be primary, contributing, or excess. If Contractor's CGL coverage is provided on a claims-made basis, Contractor shall maintain such policy for no less than four years after termination of this Agreement. Contractor shall provide GSEC with a certificate of insurance, verifying coverage at least one week prior to the event.
5. Contractor agrees to respect the facilities provided by GSEC and further agrees to assume direct responsibility for any cost of repair or replacement of any facility damaged by the negligence of the Contractor.
6. GSEC reserves the right to provide and serve any and all food, beverage, alcohol or items related to catering. Contractor understands and agrees that absolutely no outside food or beverage will be allowed at this event including outside caterers or commercially delivered food with the exception of GSEC authorized donated foods or those foods required by Contractors employees, volunteers, vendors, contractors, or participants due to special dietary needs. Contractor understands that no one shall provide food or beverage for anyone other than themselves. GSEC acknowledges the Contractor's limited ability to monitor and control individual participants and individual attendees bringing food onto the premises. However, Contractor acknowledges that groups or gatherings of multiple persons are to purchase food and beverage through GSEC provided services. In the event that the Contractor allows groups or gatherings to bring outside food onto the facility, GSEC will notify the Contractor with notices to cease immediately such activity and remove it from the property. If such activity continues, Contractor agrees that GSEC will apply a per incident liquidated damage fee to the final event invoice in the amount of \$100.00 per infraction.
7. In the performance of this Agreement, Contractor shall at all times operate as an independent contractor and not as an employee of GSEC. All persons employed by Contractor in the performance of services hereunder shall be under the sole and exclusive direction and control of Contractor. And for no purpose shall they be considered the employees of GSEC. Contractor shall be responsible for and shall promptly pay all federal, state, local taxes chargeable or assessed with respect to Contractor's employees, including, not by way of limitation, social security, unemployment, federal, state withholding, and other taxes.

8. WORKER'S COMPENSATION (Please initial the item that applies to your event.):

- A. CONTRACTOR WITH EMPLOYEES AND/OR SUB-CONTRACTORS: Contractor agrees to secure worker's compensation insurance for any employee or contractor working to produce this event (Utah Law, 35-I-46).
 - B. CONTRACTOR WITHOUT EMPLOYEES AND/OR SUB-CONTRACTORS: Contractor certifies that Contractor is a sole proprietor or business entity without any employees or sub-contractors and is therefore not subject to worker's compensation insurance requirements. Contractor agrees to defend, indemnify, and hold harmless GSEC from and against all workers' compensation claims.
9. County will not be liable for damages due to delay or failure to perform any obligation under this Agreement if such delay or failure results directly or indirectly from circumstances beyond the control of such party. Such circumstances shall include, but not be limited to, strikes, disturbances, riots, fire, water damage, flood, severe weather, governmental action, war, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the reasonable control of the party from whom the affected performance was due.
 10. Contractor agrees to end this event by 12 midnight the last day of the scheduled event and further agrees to vacate the facility no later than 1 a.m. of the next morning. If Contractor vacates later, Contractor must receive prior permission or additional fees may apply.
 11. In the event of any breach of this Agreement, the party at fault shall pay all costs of enforcing the provisions of this Agreement, including costs and attorney's fees.
 12. The rights and obligations of Contractor hereunder shall not be assigned to a third party without prior consent in writing of GSEC. Otherwise, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.
 13. Due to the importance and community nature of the event, we require excellence of any Contractor. Sensitivity, proficiency, and good taste are among the requirements for excellence. GSEC reserves the right to work with any Contractor failing to meet these requirements in order to correct the situation and, failing correction, to cancel any performance or future performance and prorate, or make no payment.
 14. This Agreement shall be governed by and interpreted under the laws of the State of Utah. All disputes or litigation arising from or in connection with this Agreement shall be heard in the courts of the State of Utah, with venue in Weber County.
 15. This Agreement contains the entire understanding of the parties and no oral or other representations not contained herein shall be binding on the parties, except by a written amendment signed by both parties.
 16. By signing, I agree that I have read and understand all information contained in this contract.

GOLDEN SPIKE EVENT CENTER

CONTRACTOR



3/24/26

DUNCAN OLSEN
General Manager, GSEC

Date




LINDA PRICE
Backcountry Horsemen of Utah

Date

WEBER COUNTY, a body, corporate and politic.

WEBER COUNTY COMMISSION Date

Attest: RICKY HATCH Date
CPA, Weber County Clerk/Auditor

 Approved as to form, Civil Department, County Attorney's Office
DO ap
AW ap
KW ap